

EXHIBIT E

**BERT BELL/PETE ROZELLE NFL PLAYER
RETIREMENT PLAN**

AMENDED AND RESTATED AS OF APRIL 1, 2009

BERT BELL/PETE ROZELLE NFL PLAYER RETIREMENT PLAN

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BERT BELL/PETE ROZELLE NFL PLAYER

RETIREMENT PLAN

INTRODUCTION

Since 1962, the Bert Bell NFL Player Retirement Plan ("Bert Bell Plan") has provided retirement, disability, and related benefits to eligible professional football players. Benefits were continued and increased under collective bargaining agreements entered into in 1970, 1977, and 1982. When the 1982 agreement expired in 1987, the National Football League Players Association ("NFLPA") and the National Football League Management Council ("Management Council") did not reach a comprehensive new agreement. In 1989, a new plan, the Pete Rozelle NFL Player Retirement Plan ("Pete Rozelle Plan"), was established to provide benefit accruals and ancillary benefits from that point forward in a manner similar to the Bert Bell Plan.

In 1993, the NFLPA and the Management Council entered into a new collective bargaining agreement ("CBA"). As part of that agreement, the Bert Bell Plan and the Pete Rozelle Plan were merged, effective March 30, 1994, to form this Bert Bell/Pete Rozelle NFL Player Retirement Plan ("Plan"). This merged Plan has been further revised in accordance with 1996, 1998, 2002, and 2006 amendments to the CBA, to comply with applicable law, and for other reasons. The Plan was last amended and restated as of April 1, 2007.

This document contains the amended and restated Plan as of April 1, 2009 (unless otherwise indicated). Unless otherwise stated, this amended and restated Plan applies to benefits payable, and claims for benefits made, on or after April 1, 2009.

ARTICLE 1 DEFINITIONS

The terms below have the following meaning unless the context clearly indicates otherwise.

1.1 "Active Player" means a Player who is obligated to perform football playing services under a contract with an Employer; provided, however, that for purposes of Section 5.1 only, Active Player will also include a Player who is no longer obligated to perform football playing services under a contract with an Employer, but is within the period beginning when his last such contract expired or was terminated for any reason, and ending on the later of (a) the July 15 following the beginning of the period, or (b) the first day of preseason training camp.

1.2 "Actuarial Equivalent" means a benefit of equal value when computed in accordance with the interest rate and mortality assumptions defined in Appendix B. For this purpose, a benefit determinable from the assumptions defined in Appendix B will always be deemed to be of equal value.

1.3 "Administrator" means the Retirement Board, which will be considered to be the administrator of the Plan within the meaning of section 3(16)(A) of ERISA.

1.4 "Affiliate" means, with respect to a particular Employer, (a) any corporation, other than the Employer, which is a member of a controlled group of corporations (within the meaning of Code section 414(b)) of which such Employer is a member, (b) any trade or business, other than the Employer, which together with such Employer are under common control (within the meaning of Code section 414(c)), (c) any employer, other than the Employer, which is a member of an affiliated service group (within the meaning of Code section 414(m)) of which such Employer is a member, and (d) any other entity required to be aggregated with the Employer under section 414(o) of the Code.

1.5 "Annuity Starting Date" means the first day of the first period for which an amount is received as an annuity under Article 4, including any amount received under Article 4 by reason of Section 5.4, or any amount received as an early payment benefit under Section 4.5. A Player's Annuity Starting Date will not be earlier than the first day of the month coincident with or next following the date that the Player's benefit election form is received by the Retirement Board, except as provided in Sections 4.10, 4.11, and 4.12 (if elected in accordance with Treasury regulations section 1.417(e)-1(b)(3)(v)).

1.6 "Benefit Arbitrator" means the arbitrator described in Article LII of the 1993 CBA to resolve certain disputes specifically described therein relating to employee benefits.

1.7 "Benefit Credit" means the credit in Section 4.1 for the corresponding Credited Season.

1.8 "Code" means the Internal Revenue Code of 1986, as amended.

1.9 "Collective Bargaining Agreement" or "CBA" means the Collective Bargaining Agreement, as amended, and any such future negotiated agreement, as applicable, between the Management Council and the NFLPA. **"1993 CBA"** means the Collective Bargaining Agreement in effect on May 6, 1993.

1.10 "Credited Season" means a Plan Year in which a Player:

(a) is an Active Player (including an injured Player who otherwise satisfies the definition of "Active Player") on the date of three or more Games, not including Game dates when he was on the Future List;

(b) after April 1, 1970, is injured in the course and scope of his employment for an Employer and by reason of such injury, and pursuant to an injury grievance settlement or an injury settlement waiver, receives payment equivalent to his salary for three or more Games or for a number of Games which, when added to the number of Games in such Plan Year for which he otherwise has credit, totals three or more;

(c) after reporting to at least one official pre-season training camp or official practice session during such Plan Year, (1) dies, (2) becomes totally and permanently disabled under Section 5.1(a) or Section 5.1(b), or (3) incurs a disability that subsequently qualifies for a benefit under Section 6.1;

(d) is absent from employment by an Employer while serving in the Armed Forces of the United States, provided such Player returns as an Active Player, after first being eligible for discharge from military service, by the later of (i) ninety days or any longer period prescribed by applicable law, or (ii) the opening of the official pre-season training camp;

(e) for payments on or after June 1, 1993, was absent from employment by an Employer while serving in the Armed Forces of the United States during the periods set forth in the table below if (1) during the one year period ending on the date he entered the Armed Forces, such Player either played professional football for an Employer or signed a contract (or a similar document) stipulating his intent to play professional football for an Employer, and (2) such Player was alive on the date set forth in the table below for the corresponding period:

For Plan Years:	Such Player Was Alive On:
April 1, 1941 through March 31, 1947	June 6, 1994
April 1, 1950 through March 31, 1955	May 1, 1996
April 1, 1960 through March 31, 1976	January 13, 2000

provided that Credited Seasons under this Section 1.10(e) will be granted only if and to the extent necessary for such Player to become a Vested Player; or

(f) effective April 1, 2001, has a season with at least eight games on the practice squad in a Plan Year (either before or after April 1, 2001) in which he did not otherwise earn a Credited Season, provided that he is otherwise vested and earns a Credited Season in 2001 or later. A Player may earn a maximum of one Credited Season under this Section 1.10(f) regardless of the

number of seasons in which he has at least eight games on the practice squad (as such term is or may be defined in Article XXXIV of the CBA).

A Player may earn no more than one Credited Season during a Plan Year. A Credited Season is identified by the calendar year in which it begins.

1.11 "Dependent" means a person for whom a personal exemption deduction is allowable under Code section 151, without regard to (a) the income of the Player, (b) whether the personal exemption deduction is allowable to or used by another person, or (c) whether the Player is divorced and/or has entered into a multiple support agreement with respect to such person.

1.12 "Disability Initial Claims Committee" means the committee described in Article 8.

1.13 "Employee" means an individual who (a) is employed by an Employer as an Active Player, or (b) is employed by an Employer or an Affiliate in a capacity other than as an Active Player (provided that such employment immediately precedes or immediately follows, without interruption, employment as an Active Player).

1.14 "Employer" means a member club of the League.

1.15 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

1.16 "Final League Year" means the League Year which is scheduled prior to its commencement to be the final League Year of the Collective Bargaining Agreement.

1.17 "Game" means any regular-season League game and any post-season League game except the Pro Bowl.

1.18 "Hour of Service" means:

(a) An hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer or Affiliate during a Plan Year, with such an Hour of Service being credited for the Plan Year in which the duties were performed;

(b) An hour for which an Employee is paid, or entitled to payment, by an Employer or Affiliate on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, with such an Hour of Service being credited for the Plan Year or, on a ratable basis, for the Plan Years with respect to which the payments are made; provided, however, that (1) no more than 501 Hours of Service will be credited under this paragraph to an Employee on account of any single continuous period during which the Employee performs no services (whether or not such period occurs in a single Plan Year), (2) Hours of Service will not be credited for any payment made or due under a plan

maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation or disability insurance laws or for any payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee, and (3) a payment will be deemed to be made by or due from an Employer or Affiliate regardless of whether such payment is made by or due from the Employer directly, or indirectly through, among others, a trust fund or insurance company to which the Employer or Affiliate contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurance company or other entity are for the benefit of particular Employees or on behalf of a group of Employees in the aggregate; and

(c) An hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer, with such Hours of Service being credited for the Plan Year or Plan Years to which the award or agreement pertains (rather than the Plan Year or Plan Years in which the award, agreement or payment is made). An Hour of Service credited under subsections (a) or (b) above will not also be credited under this subsection (c). Crediting of Hours of Service for back pay awarded or agreed to with respect to periods described in subsection (b) will be subject to the limitations set forth therein. The determination of Hours of Service for reasons other than the performance of services and the crediting of Hours of Service to the appropriate Plan Year will be made on a basis consistent with 29 C.F.R. § 2530.200b-2(b) and (c), which is incorporated herein by reference.

An Employee's total Hours of Service in a Plan Year are determined as follows, without regard to whether the Employee actually completes more or less than the applicable number of Hours of Service indicated: (a) from July 1 through the following January 31, the Employee will be credited with ten Hours of Service for each day on which he completes at least one Hour of Service; and (b) from February 1 through the following June 30, the Employee will be credited with 190 Hours of Service for each calendar month in which he completes at least one Hour of Service. Notwithstanding the prior sentence, an Employee whose first Hour of Service is after March 31, 2010 shall be credited at all times with ten Hours of Service for each day in which he completes at least one Hour of Service.

1.19 "League" means the National Football League and also, prior to February 1, 1970, the American Football League.

1.20 "League Year" means the period from February 20 of one year through and including February 19 of the following year, or such other one year period to which the NFLPA and the Management Council may agree.

1.21 "Management Council" means the collective bargaining representative of the Employers.

1.22 "Medical Advisory Physician" or "MAP" means one or more board-certified orthopedic physicians and any other physicians designated under Section 11.4.

1.23 "Medical Director" means the board-certified physician designated under Section 11.15.

1.24 "NFLPA" means the National Football League Players Association, which is the sole and exclusive bargaining representative of League professional football players.

1.25 "Normal Retirement Date" means the first day of the calendar month coincident with or next following a Player's fifty-fifth birthday.

1.26 "Plan" means this Bert Bell/Pete Rozelle NFL Player Retirement Plan.

1.27 "Plan Director" means the individual named by the Retirement Board to act on its behalf in performing ministerial functions. The Plan Director will not have any discretionary authority or discretionary responsibility in the administration of the Plan, nor any discretionary control with respect to the management of the Plan or its assets.

1.28 "Plan Year" means a twelve-month period from April 1 to March 31. A Plan Year is identified by the calendar year in which it begins.

1.29 "Player" means any person who is or was employed under a contract by an Employer to play football in the League and who is or was: (a) on the Active List or the Inactive List (as such lists are or have been defined in the Constitution and By-Laws of the League) of an Employer; (b) on an Employer's roster without being on the Active List by reason of injuries sustained in the Chicago Tribune All-Star Game; (c) injured in the course and scope of his employment for an Employer and by reason of such injury paid under such contract for all or part of the Plan Year in which the injury occurs or occurred; (d) on the Move List, or, for the purposes of the benefits provided by Articles 5, 6 and 7, on the Future List of an Employer after April 1, 1970 (as such lists have been defined in the Constitution and By-Laws of the League); or (e) on the Reserve/Physically Unable to Perform or the Reserve/NFI-EL Lists of an Employer (as such lists have been defined in the Constitution and By-Laws of the League).

1.30 "Qualified Joint and Survivor Annuity" means a monthly annuity for the life of the Player with a monthly survivor annuity for the life of the Spouse equal to 50% of the amount of the monthly annuity payable during the life of the Player, which benefit will be the Actuarial Equivalent of the life only pension form of benefit described in Section 4.4(c)(1).

1.31 "Qualified Optional Joint and Survivor Annuity" means a monthly annuity for the life of the Player with a monthly survivor annuity for the life of the Spouse equal to 75% of the amount of the monthly annuity payable during the life of the Player, which benefit will be the Actuarial Equivalent of the life only pension form of benefit described in Section 4.4(c)(1).

1.32 "Retirement Board" means the board described in Article 8.

1.33 "Spouse" means a Player's lawful spouse, as recognized under applicable state law (but only to the extent such state law is consistent with 1 U.S.C. section 7), or a former spouse to the extent provided under a Qualified Domestic Relations Order as described in section 414(p) of the Code. A Player's Spouse on his Annuity Starting Date will be the Player's Spouse for purposes of Sections 1.30 and 1.31 and, if the beneficiary is the Spouse, Section 4.4(c)(4), except as may be provided in a Qualified Domestic Relations Order.

1.34 "Trust" means the trust agreement for the Bert Bell/Pete Rozelle NFL Player Retirement Plan, as amended or restated from time to time.

1.35 "Trustee" means the trustee of the Trust and any successor trustee(s) of such Trust.

1.36 "Vested Inactive Player" means a Vested Player who is not an Active Player.

1.37 "Vested Player" means a Player who:

- (a) earns five Credited Seasons;
- (b) earns four Credited Seasons, including a Credited Season after the 1973 Plan Year;
- (c) earns three Credited Seasons, including a Credited Season after the 1992 Plan Year;
- (d) after the 1975 Plan Year, is an Employee on his Normal Retirement Date;
- (e) after receiving total and permanent disability benefits under Article 5, is found to no longer qualify for total and permanent disability;
- (f) is an Employee after the 1975 Plan Year and has at least ten Years of Service (only for the purpose of applying Article 4, Section 5.8, or Section 7.3 and not for any other purpose);
- (g) is an Employee after the 1988 Plan Year and has at least four Years of Service, at least one of which occurred after the 1988 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4, Section 5.8, or Section 7.3 and not for any other purpose);
- (h) is an Employee after the 1992 Plan Year and has at least three Years of Service, at least one of which occurred after the 1992 Plan Year and is a Plan Year in which the Employee did not earn a Credited Season (only for the purpose of applying Article 4, Section 5.8, or Section 7.3 and not for any other purpose); or
- (i) (1) earned at least four Credited Seasons, the last of which is earned prior to the 1974 Plan Year, and (2) is alive on June 1, 1998 (only for the purpose of applying Article 4, Section 5.8, or Section 7.3, and not for any other purpose).

The Benefit Credits of a Vested Player are nonforfeitable, and the Benefit Credits of a nonvested Player are forfeitable.

1.38 "Year of Service" means a Plan Year in which an Employee completes at least 1,000 Hours of Service or earns a Credited Season.

ARTICLE 2
ELIGIBILITY

All Players participate in the Plan.

ARTICLE 3 CONTRIBUTIONS

3.1 Contributions. For each Plan Year that begins prior to the expiration of the Final League Year, a contribution to the Trust will be made by the Employers, as actuarially determined to be necessary to fund the benefits provided in this Plan based on the actuarial assumptions and methods contained in Appendix A. Contributions will be made only to the extent they are within the deduction limits of Code section 404 for the Plan Year for which they are made. Contributions, if any, for Plan Years beginning on and after the expiration of the Final League Year will be determined pursuant to (i) any extensions of the CBA, or (ii) future Collective Bargaining Agreements and/or extensions thereto, if any. Contributions will be used exclusively to provide benefits and to pay expenses. Contributions for a Plan Year will be made on or before the last day of the Plan Year. Any contribution not received by the Trustee on or before the date it is due will bear interest from the due date to the date of receipt by the Trustee at an annual rate of 6% interest. It will be the duty of the Retirement Board to pursue all available legal remedies in an effort to ensure payment of all contributions due under any Collective Bargaining Agreement.

3.2 Employer Obligations. The Employers do not guarantee any benefits under the Plan, except as provided under applicable law. The Employers will have no obligation to make contributions to the Trust, except as provided under Section 3.1 above, a Collective Bargaining Agreement, or ERISA. The sources of revenue to be used to satisfy any contribution obligation of the Employers will be exclusively within the control of the Employers.

3.3 Exclusive Benefit of Contributions. All contributions under this Plan will be held by the Trust for the exclusive benefit of Players and their beneficiaries. Notwithstanding the above, any contribution to the Plan made by or on behalf of an Employer due to a mistake of fact or law, including contributions that are not within the deduction limits of Code section 404 for the Plan Year for which they are made, will be returned to such Employer within six months of the determination that such contribution was in error. The return of contributions is limited to that portion of the contribution as to which there was a mistake of fact or law. A returned contribution will not include the earnings attributable to the contribution, but will be reduced by any losses attributable to the contribution.

ARTICLE 4 RETIREMENT BENEFITS

4.1 Benefit Credits. Effective for payments on or after June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined according to the following table:

Credited Season	Benefit Credit
Before 1982	\$ 250
1982 through 1992	255
1993 and 1994	265
1995 and 1996	315
1997	365
1998 through the Plan Year that begins prior to the expiration of the Final League Year	470

Payments for periods on and after June 1, 2006 for Players in pay status on that date will be proportionately increased under the 2006 amendments to the 1993 CBA based on the sum of that Player's new and prior Benefit Credits or, if greater, by \$50. For payments for periods prior to June 1, 2006, a Player's Benefit Credit for each of his Credited Seasons will be determined based on the versions of the Plan in effect for such periods.

4.2 Monthly Pension. A Vested Player's monthly pension at any time is the sum of his Benefit Credits for each of his Credited Seasons. A Vested Player's monthly pension may be adjusted according to the date he begins to receive benefits (see Section 4.3 below), and the form or manner in which benefits are paid (see Sections 4.4 and 4.5 below).

4.3 Normal, Deferred and Early Retirement. A Vested Player may elect to begin to receive benefits as of his Normal Retirement Date or, subject to Section 4.7 below, as of the first day of any month following his Normal Retirement Date. A Vested Inactive Player with at least one Credited Season prior to the 1993 Plan Year may also elect to begin to receive benefits as of the first day of any month coincident with or next following such Vested Inactive Player's forty-fifth birthday and before his Normal Retirement Date. All such elections (including the election of the form of payment pursuant to Sections 4.4 and 4.5 below) must be filed in writing with the Retirement Board and may not be revoked after the initial payment is mailed or otherwise transmitted to the Player. The monthly pension of a Vested Inactive Player who begins to receive benefits after his Normal Retirement Date will be increased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. The monthly pension of a Vested Player who begins to receive benefits before his Normal Retirement Date will be decreased so as to be the Actuarial Equivalent of the monthly pension he could have elected to receive at his Normal Retirement Date. Further adjustments to a Vested Player's monthly pension may also be made as described in Sections 4.4 and 4.5 below depending on the form or manner in which benefits are paid.

4.4 Normal and Optional Forms of Payment; Qualified Joint and Survivor Annuity Requirements.

(a) Unless an optional form of benefit is selected pursuant to a "qualified election" within the 180 day period ending on a Vested Player's Annuity Starting Date, a married Vested Player's monthly pension will be paid in the form of a Qualified Joint and Survivor Annuity, and an unmarried Vested Player's monthly pension will be paid in the form of a "life only pension." A married Player must obtain spousal consent pursuant to a qualified election to select an optional form under Section 4.4(c) unless the Player elects (1) a Qualified Joint and Survivor Annuity, (2) for Annuity Starting Dates on or after April 1, 2008, a Qualified Optional Joint and Survivor Annuity, or (3) a 100% "life and contingent annuitant pension" with the Player's Spouse as the contingent annuitant,

(b) A "qualified election" means a waiver of a Qualified Joint and Survivor Annuity. The waiver must be in writing and must be consented to by the Player's Spouse. The Spouse's consent to a waiver must be witnessed by a notary public and, if benefits are to be paid to an alternate beneficiary, must be limited to a benefit for a specific alternate beneficiary or beneficiaries. Notwithstanding this consent requirement, if the Player establishes to the satisfaction of the Retirement Board that such written consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of such other circumstances as may be provided in Treasury regulations, a Player's waiver will be deemed a qualified election without a Spouse's consent. Any consent (or establishment that consent is not required) necessary under this provision will be valid only with respect to such consenting Spouse, who may not revoke such consent. A revocation of a prior waiver may be made by a Player without the consent of the Spouse at any time before the commencement of benefits. The number of revocations by a Player is not limited. Any new waiver or change of beneficiary will require a new spousal consent.

The Retirement Board will give each Player, not more than 180 days before his Annuity Starting Date, a written explanation of (i) the terms and conditions of the Qualified Joint and Survivor Annuity, (ii) the Player's right to make (and the effect of) an election to waive the Qualified Joint and Survivor Annuity, (iii) the rights of the Player's Spouse, (iv) the Player's right to make (and the effect of) a revocation of a previous election to waive the Qualified Joint and Survivor Annuity, and (v) the amounts of the various optional forms of benefit.

A Player will have at least thirty days to decide whether to waive the Qualified Joint and Survivor Annuity. A Player may waive his right to this thirty-day period by making an affirmative election to commence benefits, with, if applicable, spousal consent; however, benefits will not commence before the expiration of the seven-day period that begins on the day after the Player receives the written explanation of the Qualified Joint and Survivor Annuity. Additionally, the Player has the right to revoke an affirmative election to commence benefits until the Annuity Starting Date, or, if later, until the expiration of the seven-day period referred to in the preceding sentence.

(c) Subject to Section 4.4(a) above, a Vested Player may elect to receive benefits in any one of the following forms:

(1) "Life only pension" - equal monthly pension payments payable during the Player's lifetime only.

(2) Qualified Joint and Survivor Annuity.

(3) "Life only pension with Social Security adjustment" - monthly pension payments payable during the Player's lifetime adjusted such that the sum of the pension payment plus the Player's expected Social Security benefit beginning at age sixty-two is the same before and after age sixty-two, and further adjusted such that the Player's monthly pension from the Plan will not be less than \$50. This option may only be elected by a Player who has at least one Credited Season prior to the 1993 Plan Year. This option is not available with respect to Benefit Credits for Credited Seasons prior to 1959. For purposes of this Section 4.4(c)(3), for Players with at least one Credited Season within the period 1959 through 1963, Credited Seasons prior to 1959 needed to reach five Credited Seasons (when added to the Player's Credited Seasons after 1958) will be treated as having occurred after 1958.

(4) "Life and contingent annuitant pension" - equal monthly pension payments payable to the Player during his lifetime, and if the Player predeceases the person designated by him as his contingent annuitant, all or a fraction of his monthly pension, as designated in writing by the Player, will continue for the life of the contingent annuitant. The contingent annuitant must be the Player's Spouse, parent, child, brother, sister, or Dependent, and the fraction must be one of the following percentages: 25%, 50%, 75%, or 100%. A 75% life and contingent annuitant pension with the Player's Spouse as the contingent annuitant shall be the Plan's Qualified Optional Joint and Survivor Annuity.

(5) "Life and ten-year certain pension" - equal monthly pension payments payable for the greater of 120 months or the Player's lifetime, with any remaining guaranteed payments being continued after the Player's death to his designated beneficiary or, if none, the Player's estate.

Benefits payable for the life of a Player, Spouse, or contingent annuitant will continue through the month in which such person's death occurs. Where a Player receives his monthly pension under any optional form of benefit described in paragraphs (2), (3), (4), or (5) above (with spousal consent if required), his monthly pension will be reduced to be the Actuarial Equivalent of his monthly pension under the form of benefit described in paragraph (1) above.

Effective for payments on and after April 1, 2006, the monthly benefit of a Player who (i) has elected a Qualified Joint and Survivor Annuity under Section 4.4(c)(2), a life and contingent annuitant pension under Section 4.4(c)(4) with his Spouse as the beneficiary, or effective April 1, 2008, a Qualified Optional Joint and Survivor Annuity, and (ii) survives or has survived his Spouse, will increase to the amount that would have been paid if the Player had elected a life only pension under Section 4.4(c)(1) as of his Annuity Starting Date (including subsequent benefit increases). The increase in benefit under the previous sentence will be paid beginning as of the later of (i) the first day of the month following the date of his Spouse's death, and (ii) April 1, 2006, and will continue for the life of the Player; provided, however, no increase will be paid for any month that begins more than forty-two months before the date upon which

the Player first notifies the Retirement Plan of his Spouse's death. For purposes of this paragraph, a Player will be deemed to survive his Spouse if either of the following occur: (1) the Spouse predeceases the Player, or (2) the Retirement Board determines that the Player and the Spouse are divorced and the Spouse has waived and relinquished all rights to benefits in the event of the Player's death, in which case the date she waives and relinquishes such benefits will be treated as if it were the date of her death.

4.5 Early Payment Benefit. A Vested Player who leaves League football on or after March 1, 1977, who has at least one Credited Season prior to the 1993 Plan Year, and who is no longer an Employee may elect to receive an "early payment benefit" in the form of (1) a lump sum, (2) a life only pension (as defined in Section 4.4(c)(1)), (3) a Qualified Joint and Survivor Annuity, or (4) for Annuity Starting Dates on or after April 1, 2008, a Qualified Optional Joint and Survivor Annuity. This election must be filed in writing with the Retirement Board, and must be consented to by the Player's Spouse under the qualified election rules in Section 4.4(b), unless the Player elects either (1) a Qualified Joint and Survivor Annuity or (2) a Qualified Optional Joint and Survivor Annuity. The amount of an early payment benefit will be the Actuarial Equivalent of 25% of the sum of a Player's Benefit Credits. The early payment benefit will be payable as soon as administratively practicable after the later of (a) the date of the Player's election, or (b) the one year anniversary of the date the Player ceases to be an Active Player. If a Player receives an early payment benefit, his monthly pension will be based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid), with such remaining monthly pension being payable under Sections 4.3 and 4.4. If a Player elects an early payment benefit after March 31, 1982, any subsequent total and permanent disability benefits under Article 5 and any subsequent line-of-duty disability benefits under Article 6 will be the greater of (1) the monthly amount of such benefit reduced by 25% or (2) the monthly amount of such benefit based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid). If a Player elects an early payment benefit after March 31, 1982, any subsequent widow's and surviving children's death benefits under Section 7.2 and spouse's pre-retirement death benefit under Section 7.3 that ever may be payable to him, his surviving Spouse, his children or other beneficiaries, will be based upon 75% of the sum of his Benefit Credits under Section 4.1 at the time of the early payment benefit distribution (but 100% of any Benefit Credit increases that take effect after the early payment benefit is paid).

4.6 Deemed Distributions. If the present value of a Player's vested monthly pension is zero at the time he terminates employment as an Employee, the Player will be deemed to have received a distribution of all of his vested monthly pension. The present value of any monthly pension will be the Actuarial Equivalent of the normal form of benefit.

If a Player receives a deemed distribution pursuant to this Section and then resumes employment as an Active Player prior to the termination of the Plan, he will be deemed to have repaid his deemed distribution, and any forfeited monthly pension will be restored. The re-employed Player's Years of Service and Credited Seasons before the deemed distribution will be

counted for vesting purposes.

4.7 Required Distributions.

(a) Payment of benefits to a Player, other than a Player who earns a Credited Season during the 1989, 1990, 1991, or 1992 Plan Years, will begin no later than the first day of the month after the Player's sixty-fifth birthday, without regard to whether the Player remains employed by an Employer and without regard to any election to defer benefits under Section 4.3. Payment of benefits to any other Player will begin no later than the April 1 of the calendar year following the calendar year in which such Player attains age 70½.

(b) Notwithstanding any other Plan provision:

(1) Benefits will be distributed over a period of not longer than: (a) the life of the Player; (b) the lives of the Player and his Spouse; or (c) a period not extending beyond the life expectancy of the Player or the joint and last survivor life expectancies of the Player and his Spouse. For purposes of this Section, life expectancy will be determined in accordance with Treasury regulation section 1.401(a)(9)-6 Q&A 3, which is incorporated herein by reference;

(2) Any annuity payments made under this Section will be made on a monthly basis and may not increase (except as a result of any additional accruals or benefit increases under this Plan). Further, any distributions under this Plan must satisfy the minimum distribution incidental benefit requirement of Treasury regulation section 1.401(a)(9)-6 Q&A 2, which is incorporated herein by reference;

(3) If a Player dies after distribution of his monthly pension has commenced, any remaining portion of such Player's monthly pension will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Player's death; and

(4) If a Player dies before distribution of his monthly pension commences, any remaining portion of such Player's monthly pension will be distributed no later than five years after the date of the Player's death, except that:

(i) If the beneficiary is the Player's surviving Spouse, distributions will begin by the later of (A) December 31 of the calendar year immediately following the calendar year in which the Player died, or (B) December 31 of the calendar year in which the Player would have attained age 70½, and will be made over a period not exceeding the life expectancy of such Spouse; or

(ii) If any portion of the benefit is payable to a designated beneficiary, distributions will begin on or before the December 31 of the calendar year immediately following the calendar year in which the Player died, and will be made over a period not exceeding the life expectancy of such designated beneficiary.

(c) (1) Unless otherwise elected in writing by a Player to begin earlier, distribution of benefits will begin not later than sixty days after the close of the Plan Year in